

VOLUME-I

SECTION - ITB (INSTRUCTION TO BIDDERS)

ENQUIRY No. CEE/BMANZ/SEE (O)/AEE-1/23-24/Enqno-10 Dated: 16.10.2023

1.0 The Chief Engineer (Elec), C,O&M, BMANZ, BESCOM on behalf of Bangalore Electricity Supply Company Limited, invites tender through e-procurement portal (www.eproc.karnataka.gov.in) for Providing services of 16 nos. of drivers to various divisions of East and North Circle in BMANZ, BESCOM, Bangalore for a period of one year.

1. Enquiry No.	CEE/BMANZ/SEE(O)/AEE-1/23-24/Enqno-10 Dated: 16.10.2023
2. Tender processing fee	Refer e-procurement website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	Rs. 69,068/-
4. Due date for submission of Bids	30.10.2023 up to 17:28 Hours
5. Tender System	Two Tender Document System
6. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) 31.10.2023 17:29 Hrs b) <u>Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be intimated.</u>
7. Name of the Work	Availing services of 16 nos. of drivers to various divisions of East and North Circle in BMANZ, BESCOM, Bangalore for a period of one year.
8. Schedule of requirements	As mentioned in the tender documents
9. General Terms and Conditions	Enclosed
10. Scope of the work and specifications	Enclosed
11. Price Bid	The Bidder has to quote the amount to be paid per person per month i.e inclusive of service charges per person per month along with minimum wages + EPF+ ESI+ GST per person per month in e-procurement portal.

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **16.10.2023 to 30.10.2023 upto 17:28 Hours** (Free of cost) and techno commercial bid will be opened on **31.10.2023 @ 17:29 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal on or before Last date of bid submission as mentioned in e-Procurement Portal.

The techno commercial bids will be opened on **31.10.2023 @ 17:29 Hrs.**

As mentioned in the e-Procurement Portal. Date of opening of Price Bids will not be intimated separately and will be opened in e-procurement portal after completion of techno commercial evaluation.

4.0 QUALIFYING REQUIREMENTS

1. The agency should have valid registration certificate under Manpower agency. The bidder has to submit registration certificate i.e., Form 'C' issued by the Labour department of Government of Karnataka specifying 'Manpower Services'.
2. The Agency shall have EPF, ESI, Labour, GST Registration with the respective Government/Central Government authorities and proof of such registration shall be uploaded. The following details shall be uploaded.
 - a) EPF Registration Number with date.
 - b) ESI Registration Number with date.
 - c) Bidders PAN Card Number.
 - d) GST Registration certificate.
3. The Agency should have provided a minimum of 50% number of drivers required for Heavy Vehicles to any Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company, for a minimum period of one year continuous service in any of the preceding three years as on the date of opening of the bid and work to an extent of minimum of 50% of the cost of the work. DWA/Contract Order copies for the same shall be uploaded.
4.
 - a) For having provided services as above, the performance certificates should be issued from the award issuing authority only, mentioning the period, number of manpower supplied, work order number with date shall be furnished. The performance certificate shall be signed by the officer not below the rank of Superintending Engineer.
 - b) The related documents for having paid the salary through the Bank account to the persons engaged for the said DWA (as per the condition of

DWA/Contract order shall be uploaded).

c) The related documents for having remitted EPF, ESI to the account of each personnel engaged for the said DWA/Contract order shall be uploaded.

5. The Agency shall be an assessee of Income Tax Copy of preceding five financial years from FY 2021-22, 2020-21, FY 2019-20, FY 2018-19 and FY2017-18, IT returns (with all annexures) shall be uploaded.
6. The annual turnover during any Two of the preceding five financial years commencing from FY 2021-22, 2020-21, FY 2019-20, FY 2018-19 and FY2017-18 shall be 100% of the amount put to tender. Audited balance sheets, profit and loss accounts/income & Expenditure has to be certified by the registered Chartered Accountant of India only shall be uploaded as a proof for the above.
7. The Liquid Assets as on date of tender consisting of Cash at Bank+ Term Deposits only, shall be certified by the registered Chartered Accountant of India OR availability of fund based credit facility in any scheduled commercial Bank shall not be less than 25%(₹11.51Lakhs) of the amount put to tender. In respect of fund based credit facility, certificate issued by the scheduled commercial Bank on or after the date of publication of the tender addressed to the Chief Engineer (Ele), BMAZ North, Nandidurga Road, Bangalore-46" shall be uploaded.
8. a) The Bidder should not be Blacklisted/Default in any department of Govt. of Karnataka/ESCOMs self-declaration shall be uploaded.
b) The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the labour norms. Self-declaration shall be uploaded.

Price Proposals:

- ◇ The Bidder has to quote the amount to be paid per person per month i.e inclusive of service charges per person per month along with minimum wages + EPF+ ESI+ GST per person per month in e-procurement portal.
- ◇ **Minimum wages shall be as per prevailing rates approved by the department of labour, GoK**
- ◇ After the calculations the total amount per person per month i.e minimum wages+ 5% service charges +EPF+ ESI+ GST 18% is turned out to be Rs. ₹ 23982.03/- per person per month and is rounded off to ₹ 23982/- . The bidder shall not quote less than the prescribed amount. If for one or the other reason, L1 bidder quotes less than the above prescribed amount, the concerned bidder will be liable for rejection and the next eligible bidders will be evaluated as L1 & L2. Service charges are calculated on minimum wages+ EPF+ESI. The selected L1 Bidder shall submit the breakup of the

amount quoted duly indicating service charges and minimum wages separately.

- ◇ **The quoted Service charges shall be realistic and the bidder has to Indicate the service charges not less than 5% of the amount payable per person per month.**
- ◇ In case of more than one bidder happens to be L-1 bidder, selection will be done on the basis of
 - i) The agencies having higher TURNOVER in last 3-years i.e. FY 2021-22, FY 2020-21, FY 2019-20
 - ii) The agencies who have paid highest EPF during last three years FY 2021-22, FY 2020-21, FY 2019-20

The Bidder shall upload all the necessary documents in support of the qualifying requirements in the e-procurement portal. Non-submission of the documents leads to disqualification.

5.0 Supporting Documents mentioned above must be uploaded in the e-procurement portal. Failing to upload any of the documents shall lead to disqualification of the Agency/Bidder to participate in the tender.

Notwithstanding anything stated herein above, BESCO reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCO. BESCO reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

In the event of the information furnished by the bidder found to be false at any stage of tendering, BESCO at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

In the event of the information furnished by bidder is found to be false during the execution stage, then BESCO is at its liberty to cancel the purchase Order other than forfeiting the Security Deposits against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

6.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have:

- ◇ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◇ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◇ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST.
- ◇ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.
- ◇ Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◇ From time to time, if there is any increase in the minimum wages, the same shall be payable by BESCOM.
- ◇ When the minimum wages are increased the amount will be increased in proportion towards wages, if the quoted prices are lesser than the increased amount of minimum wages act.
- ◇ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◇ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

- ◇ The tender not submitted through e-procurement portal and also non-payment of EMD is liable to be rejected.
- ◇ BESCO will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- ◇ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◇ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◇ The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- ◇ In the areas where ESI act is not covered, the agency shall obtain insurance cover for the Workmen's compensations for such outsourced staff in lieu of ESI.
- ◇ The said agency shall maintain relevant registers and records under the applicable enactments.
- ◇ If the agency assigns or sub-lets the obligations under the agreement, the work order awarded automatically stand cancelled.
- ◇ The Contract is for a period of one year from the date of contract order. In case of any unsatisfactory performance, BESCO has the right to cancel the order without giving any notice.
- ◇ The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e., 24X7 on all 365 days. The representative/supervisor shall provide the details as directed without fail.
- ◇ No. of drivers required - 16 Nos.
- ◇ Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◇ **The successful bidder should offer driver for selection at the ratio of 1:2 and BESCO will select them [i.e, twice the no. of drivers**

shall offered out of which required persons will be selected by BESCO].

- ◇ **The Contract is for a period of one year from the date of DWA/Contract Order.** In case of any unsatisfactory performance, BESCO has the right to cancel the order without giving any notice.
- ◇ **Based on the performance, BESCO may extend the contract for another period for up to three months as per the KTPP norms at the same terms and conditions.**

7.0 Requirement of Personnel with Qualification:-

a. Minimum Qualification and knowledge Required for Drivers

1. The Driver should have passed 7th standard examination as minimum qualification.
2. A driver should have valid license for heavy vehicle from RTO authority with 3 yrs experience.
3. The driver shall be able to work as and when called during emergency, other than normal working hours.
4. Shall be physically fit and mentally sound.
5. Speaking in Kannada is a must.
6. Should be within the age group of 21 to 45 years.

8.0 The normal working hour for the driver:

- i) General – 8.30 am to 6.30 pm.
- ii) And for extra hours 1/8th of the per day salary shall be paid on pro-rata basis for every hour on certification by the concerned officer.

9.0 Supervision:-

Agency shall inspect from time to time and ensure satisfactory performance of the drivers provided by them.

10.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

11.0 Remuneration:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff without waiting for BESCO payment of invoice bill for delayed submission of invoice by agency. BESCO will not be responsible for non-payment of remunerations to the driver's personnel under any circumstances.

12.0 Mode of payment:

- 1) The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from the Officer in charge of the client, duly countersigned by the Assistant Executive Engineer (Ele) of concerned Sub Divisions/ Store officer of respective Division for satisfactory completion of the work for payment of remuneration, of the drivers to the respective Executive Engineer, C, O&M Division, BESCO before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month at the concerned O&M Divisions
- 2) Before making payment to the agency by BESCO, it should be ensured that the agency shall produce bank statement of Drivers, as proof for having paid the previous month salary and EPF & ESI to the individual employees of the said contract order.
- 3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.
- 4) The Agency shall make the payment to drivers on or before 7th of succeeding month without waiting for the BESCO payment of bill.

13.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

- a) Minimum Wages Act, 1948.
- b) Payment of Wages Act, 1936.
- c) Contract Labour (Regulation and Abolition) Act, 1970.
- d) Employees PF and Miscellaneous Provision Act, 1952.
- e) Employees State Insurance Act, 1948.
- f) Workmen's Compensation Act.
- g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

14.0 The payment shall be restricted to the no. of driver services availed during that particular month as certified by the concerned official of the BESCO.

15.0 The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

- 1) Attested copy of challan consisting details of EPF/ESI and necessary Tax paid during previous month to the respective Govt/Central authorities along with the Employees details.
- 2) Copy of EPF & ESI paid in the specific formats.
- 3) Copy of GST paid.
- 4) Each year during the month of December, Rs 3/-from each driver has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

16.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to Managing Director, BESCO, K.R.Circle, Bangalore-1, whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Contractor and the engaged driver, BESCO will not be a party and this has to be settled by the contractor himself at his own cost.

17.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

18.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

- a) The bid must clearly indicate the name of the bidder, the type of **services to be provided.**
- b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic**/scanned copies in the e-procurement Portal only by the participating Bidders.

19.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. THE BIDDING DOCUMENTS

20.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-ITB -Instructions to Bidders
	Volume-II
	Section-GCC -General Terms and Conditions of Contract
	Techno-commercial sheets a. Annexure-1-> Declaration by the Bidder b. Annexure-2-> Sheet for Techno Commercial opening c. Annexure-4-> Qualifying requirement details of bidder (QR). d. Annexure-3-> EMD, details of the Bidder.

21.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

22.0 CLARIFICATIONS ON BID DOCUMENTS

- If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Instructions to Bidders. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.
- Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

23.0 AMENDMENT TO BIDDING DOCUMENT

- At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- The amendment will be notified in e-Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.
- In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

- Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

B.

PREPARATION OF BIDS

24.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

25.0 DOCUMENTS COMPRISING THE BID

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.
- The Bidder shall also **upload** documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.
- The Earnest Money Deposit declaration from shall be uploaded /furnished in accordance with the EMD clause.

26.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **Rs.69,068/-** through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below:

E-payment modes for Tender Processing Fee & Earnest Money Deposit (EMD).

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

1) CREDIT CARD PAYMENT METHOD:

To pay the registration fee through your credit card, click on the “Credit Card (Online Payment)” option. If you choose to pay the fees later click on “Close” button. Click Pay after verifying details on the screen that appears. Click on “Pay” button to proceed with payment process. Click “Back” if you wish to Choose a different payment method. Click on “OK” button on the payment method Confirmation window that is displayed. You will choose your card type (VISA, master Card).

You enter your credit card details.

Card Details completely filled.

The screenshot shows a web browser window titled "Dialect Payments Pty Ltd. - Windows Internet Explorer". The address bar shows a URL from migs.mastercard.com.au. The page content includes the Axis Bank logo and a "TEST MODE" label. The merchant name is "eProcurement Cell, Government of Karnataka". The user is prompted to "Enter your card details". The selected payment method is MasterCard. The card details entered are: Card Number 5546 3898 4059 9009, Expiry Date 01/09, and Security Code 210. A visual of the MasterCard is shown with a red box highlighting the security code area. The purchase amount is INR Rs.3.00. A "PAY NOW" button is visible at the bottom right.

The screen will look like it is shown above when you have completely filled the card details.

Click on “PAY NOW” button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you. A successful transaction message is displayed.

2) **DIRECT DEBIT METHOD:**

Click on “Direct Debit Using Internet Banking (Online Payment) option to pay from your bank account through Internet Banking facility.

Click on “Pay” to proceed or “Back” to change the payment method on the Payment details screen.

Click on “OK” on the confirmation window to effect the payment. Click on “Cancel” and then on “Back” to change the payment method.

You will information on your screen about successful completion of payment process.

3) **OTC PAYMENT PROCEDURE:**

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (<https://www.eproc.karnataka.gov.in>) the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted

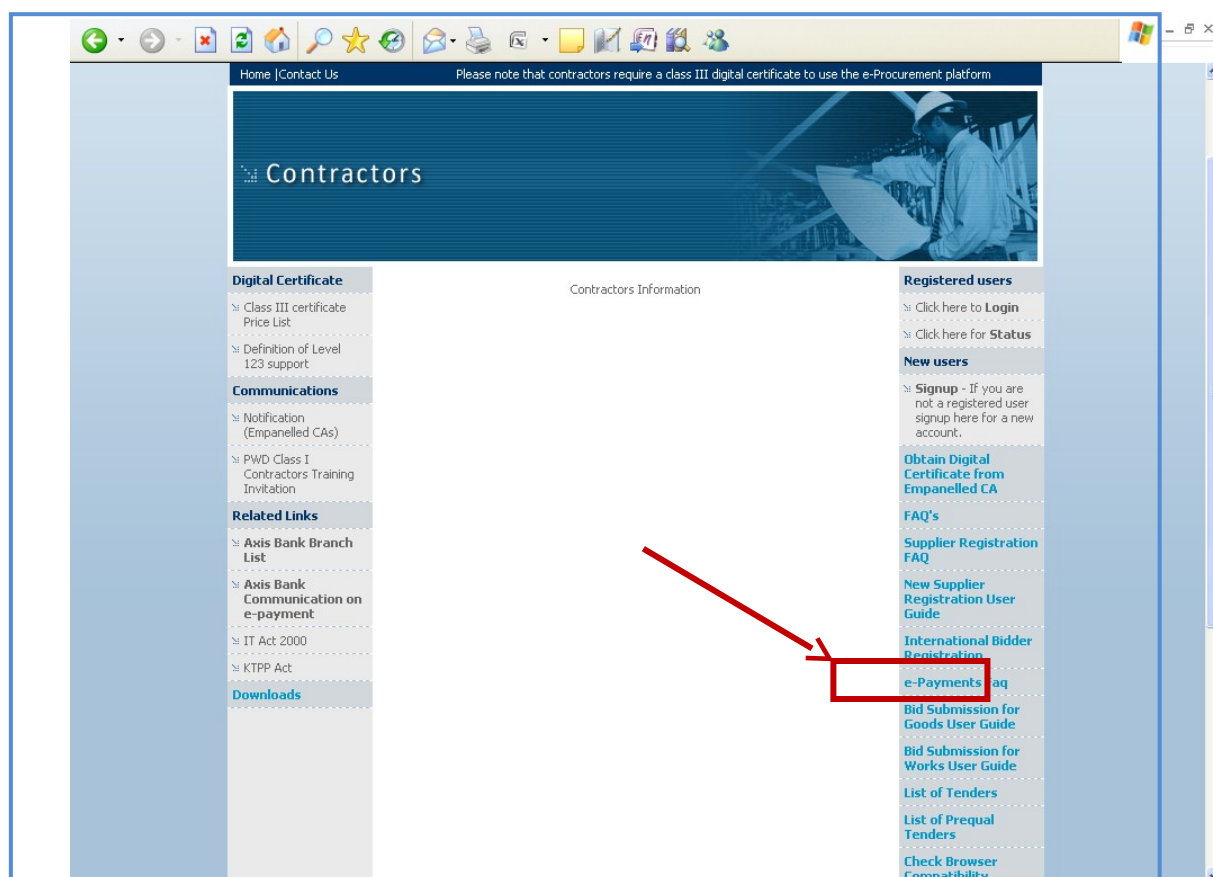
by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

4) **NEFT PAYMENT PROCEDURE:**

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank.

For details on e-Payment services refer to e-procurement portal for more details on the process.



Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time/Date.

Supports Timings: (9.00 am to 9.00 pm)

Help Desk: 080-22485867/22485927

Or

E-mail: hphelpdesk.blr@rteservices.com

- Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.
- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.
- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

27.0 PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

28.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

29.0 FORMAT OF BID

27.1 The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal and non-payment of EMD will be disqualified.

27.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website.

(www.eproc.karnataka.gov.in)

30.0 DEADLINE FOR SUBMISSION OF BIDS

28.1 Bids must be uploaded in the e-procurement portal on or before

14.09.2023 up to 16:00 Hours.

28.2 Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

31.0 MODIFICATION AND WITHDRAWAL OF BIDS

29.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

29.2 No bid may be modified subsequent to the deadline for submission of bids.

29.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E.

BID OPENING AND EVALUATION

32.0 OPENING OF BIDS

30.1 Owner will open bids submitted through e-procurement portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

30.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.

30.3 No electronic recording devices will be permitted during bid opening.

33.0 Price bids of techno-Commercially responsive bidders will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bids will not be issued.

34.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

35.0 PRELIMINARY EXAMINATION

33.1 Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

33.2 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

36.0 EVALUATION/COMPARISON OF PRICE BIDS

34.1 BASIS OF EVALUATION & COMPARISON

The bidders shall quote for the driver service in price schedule by clearly indicating the break up and L1 will be arrived based on the total price quoted for the services.

Note: It is mandatory to quote the permissible amount of services charges separately.

35.0 The techno - commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

- a) Payment of the EMD
- b) Qualifying Requirements
- c) Acceptance for payment terms & confirming to all terms and other commercial conditions
- d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

36.0 COMPARISON OF PRICE BIDS

The Chief Engineer (Ele), BMANZ, BESCO, will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost services, which shall include all the wages as well as taxes.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

37.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

38.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCO will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

39.0 AWARD CRITERIA

BESCO will place the Contract Order/DWA on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

40.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

41.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCO shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any

or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOB will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

43.0 TERMINATION FOR DEFAULT:

BESCOB may without prejudice to any other remedy for breach of Contract by giving 14 days written notice of default sent to the Service Provider , terminate the Contract in whole or in part.

- a) If the Service Provider fails to deliver any or all of the services within the time period specified in the Contract or any extension there of granted by BESCOB.
- b) If the Supplier fails to perform any other obligation(s) under the Contract.

44.0 Issue of DWA/ Contract Order

DWA/Contract order will be issued by the Chief Engineer (Ele), BMANZ, BESCOB. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the DWA/ Contract Order and Scope of the work / technical specifications which will be binding upon BESCOB. On receipt of the DWA/Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows: Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-25501216/25501227 Or E-mail: hphelpdesk.blr@rteservices.com

**Chief Engineer (Ele)
C,O&M, BMANZ, BESCOB.**